

Exhibit A

CONTRIBUTION AND LIQUIDATION AGREEMENT

This Contribution and Liquidation Agreement (the "Agreement") is made and entered into as of February 17, 2000, by and among M. Scott Laster ("Laster"), Kelvin Kinsey ("Kinsey"), Peter Roach ("Roach"), Pierce J. Roberts, Jr. ("Roberts") and Stephen L. and Deane C. Bader (collectively, the "Baders") (Laster, Kinsey, Roach, Roberts and the Baders are collectively referred to herein as the "Shareholders"), Selex Communications, LLC, a Georgia limited liability company (the "Company"), and Selex Communications, Inc., a Delaware corporation (the "Corporation").

WITNESSETH:

WHEREAS, the Company is governed by that certain Amended and Restated Operating Agreement of Selex Communications, LLC dated October 15, 1999, as amended by that certain Amendment No. 1 dated November 25, 1999 (as so amended, the "Operating Agreement"); and

WHEREAS, the Shareholders are the owners of all the outstanding Shares (as such term is defined in the Operating Agreement) of the Company; and

WHEREAS, the Shareholders have determined that it would be advisable and in their best interest to conduct the business of the Company in corporate form; and

WHEREAS, in furtherance thereof, the Shareholders desire to cause the Company to contribute all of its assets (the "Contributed Property") to the Corporation in exchange for 10,000,000 shares of the Corporation's common stock, \$0.0001 par value per share (the "Stock") and the assumption by the Corporation of all of the Company's liabilities; and

WHEREAS, the Shareholders desire that, immediately following the receipt by the Company of the Stock, the Company should be liquidated, dissolved and terminated.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Operating Agreement.
2. Contribution. The Company hereby assigns, transfers and conveys to the Corporation all of the Company's rights, title and interest in and to the Contributed Property.

3. Acceptance and Assumption. The Corporation hereby accepts the Contributed Property. In consideration thereof, the Corporation hereby assumes all of the obligations and liabilities of the Company and issues the Stock to the Company.

4. Dissolution, Liquidation and Termination of the Company. The Shareholders hereby agree to dissolve, liquidate and terminate the Company. Notwithstanding any provision of Section 15.3 of the Operating Agreement to the contrary, pursuant to the dissolution and liquidation of the Company, the Stock shall be distributed to the Shareholders pro rata in accordance with the ratio that the number of Shares held of record by such Shareholder bears to the total number of Shares then outstanding. Upon completion of such distribution, the Company shall be wound up and terminated as provided in the Operating Agreement.

5. Miscellaneous Provisions.

5.1 Application of Georgia Law. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Georgia.

5.2 Execution of Additional Documents. The President shall execute and deliver any and all documents necessary to cause the Company to fulfill any and all of its obligations under this Agreement.

5.3 Shareholders Agreement. Upon receipt of his pro rata portion of the Stock, each Shareholder shall execute and deliver the Shareholders Agreement dated as of February 17, 2000, attached herein as Exhibit A.

5.4 Entire Agreement. This Agreement and the exhibit hereto constitute the entire agreement among the parties hereto with respect to the subject matter hereof. This Agreement and the exhibit hereto supersede all prior written and all prior and contemporaneous oral agreements, understandings, negotiations and representations between the parties with respect to such subject matter.

5.5 Headings. The headings of the various sections in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

5.6 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

[Signatures on the following page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

M. Scott Laster
M. Scott Laster

Kelvin Kinsey
Peter Roach

Pierce J. Roberts, Jr.

Stephen L. Bader

Deane C. Bader

SELEX COMMUNICATIONS, LLC,
a Georgia limited liability company
By: Peter Roach
Name: Peter Roach
Title: President

SELEX COMMUNICATIONS, INC.
a Georgia corporation
By: Peter Roach
Name: Peter Roach
Title: President

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Kelvin Kinsey

Peter Roach

Pierce J. Roberts, Jr.

Stephen L. Bader

Deane C. Bader

SELEX COMMUNICATIONS, LLC
a Georgia limited liability company

By:

Name:

Title:

SELEX COMMUNICATIONS, INC.
a Georgia corporation

By:

Name:

Title:

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M. Scott Laster

Kelvin Kinsey

Peter Roach

Pierce J. Roberts, Jr.



Stephen L. Bader



Deane C. Bader

SELEX COMMUNICATIONS, LLC
a Georgia limited liability company

By: _____

Name: _____

Title: _____


Peter Roach

SELEX COMMUNICATIONS, INC.
a Georgia corporation

By: _____

Name: _____

Title: _____

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Peter Roach

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Stephen L. Bader

Deane C. Bader

SELEX COMMUNICATIONS, LLC
a Georgia limited liability company

By: _____
Name: _____
Title: _____

SELEX COMMUNICATIONS, INC.
a Georgia corporation

By: _____
Name: _____
Title: _____

**RESOLUTION OF THE SHAREHOLDERS
OF
SELEX COMMUNICATIONS, LLC**

The undersigned, constituting all of the shareholders (the "Shareholders") of Selex Communications, LLC, a Georgia limited liability company (the "Company"), pursuant to Section 8.9(a) of that certain Amended and Restated Operating Agreement dated as of October 15, 1999, as amended (the "Operating Agreement") by and among all of the shareholders of the Company, do hereby execute this instrument to evidence their consent to the following actions and waive notice of and the holding of a meeting of the Shareholders for such purpose.

WHEREAS, the Shareholders have determined that it would be advisable and in the best interest of the Company to conduct the business of the Company in a corporate form;

WHEREAS, the Shareholders desire to cause the Company to contribute all of its assets (the "Contributed Property") to a newly formed Delaware corporation, Selex Communications, Inc. (the "Corporation") in exchange for shares of the Corporation's common stock, par value \$0.0001 per share (the "Common Stock"), and the assumption by the Corporation of all of the Company's obligations and liabilities;

WHEREAS, the Shareholders further desire that immediately following the receipt by the Company of the Common Stock, the Company should be liquidated, dissolved and terminated in accordance with the applicable provisions of the Operating Agreement and the Contribution and Liquidation Agreement; and

WHEREAS, the Shareholders agree that the form of Contribution and Liquidation Agreement attached hereto as Exhibit A (the "Contribution and Liquidation Agreement") should be executed, delivered and performed by the Company to achieve the purpose and intent of the foregoing recitals.

NOW THEREFORE, BE IT RESOLVED, that the Shareholders hereby approve and authorize the Company to enter into, execute, deliver and perform its obligations under the Contribution and Liquidation Agreement whereby the Company will (i) contribute the Contributed Property to the Corporation in exchange for shares of Common Stock and the assumption by the Corporation of all of the Company's obligations and liabilities and (ii) immediately thereafter liquidate, dissolve and terminate the Company in accordance with the applicable provisions of the Operating Agreement and the Contribution and Liquidation Agreement; and

FURTHER RESOLVED, that the officers of the Company and the Managers, acting together or alone, be, and each of them hereby is, authorized in the name and on behalf of the Company and each Member to do and perform or cause to be done and

performed all such acts and things as such officers or Managers shall deem necessary, advisable or appropriate to give effect to the intent and purposes of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned Shareholders of the Company have executed this written instrument as of the 17th day of February, 2000.

SHAREHOLDERS


Peter Roach

Pierce J. Roberts, Jr.


M. Scott Laster

Stephen L. Bader and
Deane C. Bader, JTWROS


Kelvin Kinsey

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